REQUEST FOR PROPOSAL

BID# 2014-405

Inmate Phone System

Gregg County, Texas

DUE DATE: Thursday, November 13, 2014
BY: 2:00 PM

Gregg County Purchasing Office
101 East Methvin Street, Suite 205
Longview, Texas 75601

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BID INSTRUCTIONS/REQUIREMENTS

SUBMISSION OF PROPOSALS/BIDS: **Two (2) complete sets** of all bid documents (original and one (1) copy) shall be sealed and **marked** Bid 2014-405 Inmate Phone System for Gregg County. Include a Flash (Jump) drive with a copy of proposal downloaded.

Gregg County Purchasing
Kelli Davis, CPPB, Purchasing Agent
101 East Methvin, St. 205
Longview, Texas 75601

- Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Gregg County including concerning this bid/proposal except for questions concerning the proposal by Respondents directed through Gregg County Purchasing Director by email to purchasing@co.gregg.tx.us; Kelli Davis. Failure to comply with this guideline could result in disqualification from the bid process.

- **All bids/proposals must be sealed** when returned to Gregg County.

- The bid must be signed and dated by a representative of the vendor's company who is authorized. It should be sealed, and received by Gregg County Purchasing Agent, 101 East Methvin, St. 205, Longview, TX, 75601 by the closing date and time specified. A facsimile transmission is **not** an acceptable response to this Bid.

- All questions/checklists/blanks must be included in your response on the forms provided or the format requested. Failure to include any of the requested information within your bid may result in rejection/disqualification.

- BIDS/PROPOSALS WILL BE received and publicly acknowledged at the Gregg County Purchasing Department located at the address listed above on **Thursday November 13, 2014 by 2:00pm.** Vendors, their representatives and interested persons may be present. All submissions shall be open for public inspection except for trade secrets, financial information, and other confidential information contained in the proposal/bid and identified as such by vendor.

- **It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their answers, addenda and special notices. The Bid Proposal Signature Form, Certification of eligibility and contract must be signed and returned. Failure to provide signatures on these forms could render bid non-responsive.**

- **All documents relating to this bid including but not limited to, the bid document, questions and their responses, addenda and special notices will be posted under the Bid number on the Gregg County Purchasing Department website and available for download by bidders and other interested parties. *It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the Bid due date.***

- **Any bid/proposal received after the date and/or hour set for bid opening will not be accepted. Bidder will be notified and will advise Gregg County Purchasing as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization of the bidder.** If bids/proposals are sent by mail to the Purchasing Department, the bidder shall be responsible for actual delivery of the bid to the Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Gregg County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

- Accuracy for all mathematical and number entries is the sole responsibility of the bidder. Gregg County will not be responsible for errors made by the bidder.

- **Written Questions deadline is on November 3, 2014**

STANDARD TERMS AND CONDITIONS

Bids/Proposals are solicited for Inmate Phone Systems. **By returning this proposal with price(s) quoted and forms executed, Respondent's certify and agree to the following:**

1. Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Gregg County, Texas Purchasing Agent, a request for clarification. Such requests must be received a minimum of five (5) days prior to scheduled opening date.

2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Gregg County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Gregg County may be entitled by law or in equity, or elsewhere under this Bid or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Gregg County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.

3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the Bid. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.

4. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:

   - ✓ Have adequate financial resources, or the ability to obtain such resources as required.
   - ✓ Be able to comply with any required or proposed delivery schedule.
   - ✓ Have a satisfactory record of performance.
   - ✓ Have a satisfactory record of integrity and ethics.
   - ✓ Be otherwise qualified and eligible to receive the award.

5. Invoices shall be sent to the Gregg County Sheriff Office, 101 East Methvin, 101 East Methvin,, Suite 559, Longview, TX, 75601. Payments are processed after verification that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.

6. Only the Commissioners Court of Gregg County, Texas acting as a body may enter into any type of agreement or contract on behalf of Gregg County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Gregg County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.

7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.

8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.

9. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the City of Longview, Gregg County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

10. The Respondent shall obtain from the appropriate City, Gregg County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State, for performance of the work.

11. The Respondent shall not sell, assign, transfer or convey the agreement in whole or in part, without the prior written consent of the County.

12. The parties herein agree that the agreement shall be enforceable in Gregg County, Texas**,** and if legal action is necessary to enforce it, exclusive venue shall lie in Gregg County, Texas.

13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal Laws.

14. Funding Clause - Payments required to be made by Gregg County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Gregg County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Gregg County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be

subject to verification and approval by the purchasing agent. Thereupon, Gregg County will be released from its obligation to make further payments.

15. Gregg County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Gregg County will not pay additional taxes, surcharges or other fees not included in bid prices.

16. Gregg County expressly reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Gregg County.

17. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.

18. Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.

19. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.

20. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject agreement.

21. Gregg County reserves the right to terminate an agreement/contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Gregg County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Gregg County shall not be liable for loss or reduction in any anticipated profit.

22. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.

23. Gregg County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Gregg County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Gregg County.

24. Respondents must agree to provide the following information as part of this proposal:
    - ✓ Form of business. (If a corporation, limited partnership or limited liability Company, indicate the state of creation).
    - ✓ Name of contact person (single point of contact with the Respondent).
    - ✓ List of all criminal charges, civil lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
    - ✓ List all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the bid/RFP.
    - ✓ Current fiscal year-end and year-to-date financial statements.

25. Gregg County reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 10 business days after approval of the selection by the Gregg County Commissioners Court. Gregg County Reserves the right to award multiple contracts as necessary and in the best interest of the County.

26. Gregg County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.

27. Costs of preparation of a response to this request for bids are solely those of the Respondent. Gregg County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Gregg County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

28. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Gregg County shall have access to all records, documents and information collected and/or

maintained by others in the course of the administration of this agreement.

29. Bidder understands and agrees that in returning a response to this proposal/bid that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized/awarded by the Gregg County Commissioners Court; if any.

30. Bids must be submitted on the forms provided. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.

31. Gratuities– Gregg County may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Gregg County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Gregg County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Gregg County pursuant to this provision, Gregg County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

32. Termination - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.

33. Force Majeure - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

34. Assignment Delegation - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

35. Waivers - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

36. Modification - Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.

37. Applicable Law - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

38. Advertising - Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

39. Right to Assurance - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

40. Venue - Both parties agree that venue for any litigation arising from this contract shall be in Longview, Gregg County, Texas.

41. No negotiations, decisions, or actions shall be executed by the vendor as a result of any discussions with any public service official, employee and/or consultant. Only those transactions provided in written form may be considered binding.

42. The contents of each vendor's bid, including specifications shall remain valid for a minimum of 60 calendar days from the Bid due date.

43. All documents submitted as part of the vendor’s offering will be deemed confidential during the evaluation process.

44. Subcontracting: The Vendor must function as the single point of responsibility for the Agency. No vendor shall submit a proposal comprised of separate software packages from multiple subcontractors.

45. Investigation of Conditions: Before submitting a bid, respondent should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.

46. Contract Award:

1) Gregg County reserves the right to reject any or all bids and to waive any minor informality or irregularity in a proposer's response if deemed in the best interests of the County.

2) Award of a contract (if any) resulting from this bid will be made only by written authorization from Gregg County Commissioners Court.

47. Conflict of Interest: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

48. Ethics: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Gregg County.

49. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

50. All Hardware of any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

51. Descriptions: Whenever an article or material is defined or used in the BID specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

52. Addendum: Any interpretations, corrections or changes to this Bid and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court of Gregg County, Texas. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the Bid. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

53. Patents/Copyrights: The successful vendor agrees to protect Gregg County from claims

involving infringements of patents and/or copyrights.

54. Contract Administrator: The Contract Administrator will serve as sole liaison between the Gregg County Commissioners Court and affected Gregg County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this bid throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

55. Packing slips or other suitable shipping documents shall accompany each special order shipment and shall include:

(a) Name and address of successful vendor;
(b) Name and address of receiving department and/or location;
(c) Gregg County Purchase Order number; and,
(d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

56. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

57. Invoices must show all information as stated above, and will be issued for each purchase order.

58. Equipment/Good/Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

59. Warranty: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

60. Remedies: The successful vendor and Gregg County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

61. Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All

interpretations of these specifications shall be made on the basis of this statement.

62. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County *before* work commences.**

63. ***Standard Insurance Policies Required***:

a. Commercial General Liability Policy
b. Automobile Liability Policy
c. Worker's Compensation Policy

General Requirements applicable to all policies:

a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
c. "Claims Made" policies will not be accepted.
d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Gregg County.
e. All insurance policies shall be furnished to Gregg County upon request.

Commercial General Liability

a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
b. Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily Injury and property damage with Gregg County named as an additional insured.
c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.

b. Minimum Combined Single Limit of $600,000.00 per occurrence for bodily injury and property damage.

64. ***Workers Compensation Insurance*** - Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

a. Employer's Liability limits of $500,000.00 for each accident is required.
b. "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the Proposal specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement)TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.

- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

- If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

    (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
    (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
    (3) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(4) obtain from each other person with whom it contracts, and provide to the Contractor:
   (a) a certificate of coverage, prior to the other person beginning work on the project; and
   (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Gregg County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

a. The company is licensed and admitted to do business in the State of Texas.
b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
c. All endorsements and insurance coverage according to requirements and instructions contained herein.
d. The form of the notice of cancellation, termination, or change in coverage provisions to Gregg County.
e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

BONDING REQUIREMENTS

If applicable, a Bid Bond shall be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding $100,000.00, Gregg County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Gregg County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Gregg County for the full amount of the contract if the contract exceeds $50,000.00. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds $25,000.00, the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds $100,000.00, the successful vendor shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Gregg County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to the County within ten (10) days of the award of the contract and before the vendor begins the work.

CRIMINAL BACKGROUND CHECKS

Any commissary contracts will require vendors to enter sensitive security areas. These include, but are not limited to, Gregg County Sheriff's Department and/or Gregg County Jails.

The following will apply to awarded vendor personnel.

- The successful bidder shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Gregg County property.

- Vendor personnel who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.

- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.

- Award of a contract could be affected by your firms' refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

The Criminal Background Check applies to the individual and not the company.

SCOPE OF WORK

General Requirements:

Gregg County is requesting sealed bids to contract for inmate phone systems in Gregg County, Texas correctional facilities. Gregg County reserves the right to accept or reject any/all of the bids received and/or purchase from any State contract and/or inter-local agreements.

The term of the awarded contract, if any, will be for one (1) two year period and will become effective upon the contract award date. The contract may be renewed for three (3) additional one year periods upon written agreement and mutual consent of both parties. Any renewals must be approved by the Gregg County Commissioners Court.

The contractor must have successfully designed, implemented, and monitored at least three inmate telephone systems, of the same size (500 beds) or larger, as the prime contractor (not subcontractor) for a minimum of the last five years. It is highly desirable for at least two (2) of the contractor's implemented networked inmate telephone systems to be within the State of Texas. For each reference, please provide the facility name, address, contact name, title and telephone number, date of contract start, and description of service provided.

The inmate telephone system must meet or exceed the requirements and provisions specified herein. In instances where the proposals differ from the requirements, proposals must note the difference and describe in detail how their proposal will meet Gregg County's needs without including the specific requirement. Failure to meet these requirements will be cause for rejection of the contractor's proposal at the county's discretion.

The inmate telephone system must include all telephones, workstations, Telephone Devices for the Deaf (TDD), recording equipment, monitoring equipment, software, server, PIN interfaces, wiring, and data storage devices necessary to meet the requirements herein. Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and software necessary to perform the services required herein.

The contractor must comply with all applicable law, and Federal Communications regulations regarding licensing and certifications and submit documentation of such if requested. Upon contractor providing evidence of the validity of new federal and/or state regulation directly affecting the provisions of the contract, the agency shall amend the contract to include such provisions. Regulatory mandates of the contractor may be passed on to the agency via contract amendment.

The contractor shall provide TTD units on an as needed, if needed basis, at no additional cost to the facility. The agency may add or remove TTDs at the locations indicated herein or at additional locations without additional cost to the agency.

The inmate telephone system must record and store each inmate call and the call detail as they occur in real-time to a central primary recording and storage location and a secondary recording and storage location. The secondary recording and storage location shall be in a separate

physical location in a separate building from the primary storage location, as chosen by the contractor.

The contractor must provide any system modifications or additions necessary to enable the system to operate according to all technical and performance specifications presented herein at no additional cost to the agency.

Single Point of Contact: The contractor must function as the single point of contact for the agency, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems and liabilities for all problems relating to all hardware, software and services provided.

Inmate Call Requirements:

The inmate telephone system must be capable of handling collect and pre-paid calls. These call types shall hereinafter be referred to as a "call".

Collect Call: A collect call shall consist of the inmate placing a call through the inmate telephone system that is billed to the party accepting the call.

Pre-paid Call: A pre-paid call shall consist of the called party (inmate's family/friends) establishing a pre-paid account with the contractor to receive telephone calls from an inmate.

The features and requirements outlined herein shall be applicable to all calls placed through the inmate telephone system, including local calls, calls within the Local Access Transport Area {intraLATA}, calls outside the Local Access Transport Area {interLATA}, interstate calls, and international calls. The agency will determine whether or not international calling will be allowed.

The inmate telephone system shall allow one-way, out-going service only, preventing any inmate telephone from receiving incoming calls.

The inmate telephone system must have the ability to process collect calls utilizing an automated attendant.

The inmate telephone system must prohibit access to the following:

Access to "0";
Access to "411" information service;
Access to "611" customer service;
Access to toll free (i.e. 800, 855, 866, 877, 888) type calls,
Access to 900 and 911 type services; and
Access to multiple long distance carriers via 950, toll free (i.e. 800, 855, 866, 877**,** 888) and 10 numbers.

The inmate telephone system must allow the agency the ability to block an inmate from calling individual telephone numbers or grouping of telephone numbers (i.e. agency telephone numbers).

The inmate telephone system must provide a pre-recorded announcement identifying that the call is coming from a specific inmate at a Gregg County Jail before call acceptance. This recording must be heard by the answering party. The pre-recorded announcement shall include a statement that indicates that the call may be recorded and monitored.

The inmate telephone system must receive call acceptance by the called party through caller confirmation (positive acceptance) before the called party may speak to the inmate.

The inmate telephone system must provide the called party the ability to block current and future calls from Gregg County Jail.

In all circumstances, the inmate telephone system shall limit the inmate to a single call request. The inmate telephone system must always require the inmate to disconnect a call before initiating another call.

If a call is not accepted by the called party, or if no one answers the call, the inmate telephone system must inform the inmate of the situation and not simply disconnect the call.

The inmate telephone system must mute the inmate's call until the call has been accepted by the called party.

The inmate telephone system must *allow* a manual input of funds from agency's workstation or institutional canteen to an inmate's account in the event that a refund or other credit adjustment is necessary and warranted.

The contractor must provide the ability to generate reports that contain debit purchases by inmate that shall include:

Date of Purchase;
Amount Purchased;
Inmate Identification Number.

The inmate telephone system should be capable of providing the inmate their current debit account balance via any inmate telephone within the facility to which they are currently assigned and located.

Pre-Paid Call Requirements:

The inmate telephone system must include an integrated application that allows a called party the ability to establish a pre-paid account with the contractor to receive telephone calls from an inmate.

The inmate telephone system must allow a called party to receive and accept a one-time free call from an inmate following the normal call validation and screening processes (i.e. a new customer that has not established a per-paid account). Once the call has been completed, the contractor must allow the called party to establish a pre-paid account or allow the called party to establish a pre-paid account from the original call.

The inmate telephone system must allow the called party to hear the rates of the call prior to acceptance of each call.

The inmate telephone system must inform the called party of their *current* pre-paid account balance prior to acceptance of each call. The pre-paid account balance should be rounded to the next minute.

PIN Requirements:

The inmate telephone system must include a personal identification number (PIN) application.

The inmate telephone system must store the inmate's PIN in a database. *The* inmate's PIN *database* shall consist of the inmate's booking or inmate number, a four (4) digit PIN number.

The contractor must be capable of immediately changing or suspending an inmate's PIN when requested by the agency's personnel.

Telephone Equipment Requirements:

The inmate telephone system must include telephone equipment that is an industry-standard design and powered by the telephone line and require no additional power source. The agency will provide a power source at the demarcation location.

The inmate telephone system must include telephone equipment that is either chrome-plated, stainless steel or painted/powder coated that is mar and scratch resistant with Dual Tone Multi-Frequency (DTMF) dial.

The inmate telephone system must include tamper-proof steel housing that protects the electronic components of the telephone.

The inmate telephone system must include telephone equipment that is capable of being operated with ease and includes concise instructions on the faceplate.

The inmate telephone system must include an armored handset cord that is resistant to stretching and breaking. The handset cord length should be 12 to 18 inches long.

The inmate telephone system must include inmate telephone equipment (i.e. non-TTD and TTD) that is hearing-aid compatible and has volume control. The components of the inmate telephone system must comply with Americans with Disabilities Act (ADA) requirements. This includes but is not limited to providing telephones that are accessible to persons in wheelchairs and systems that are compatible with Telephone Devices for the Deaf (TDD).

Recording/Monitoring Requirements:

The inmate telephone system must record calls from all of the inmate telephones simultaneously.

The inmate telephone system at a minimum must provide downloading and playback of calls from the investigators' office.

The inmate telephone system must at a minimum selectively search and sort calls by the agency for monitoring and recording by one, all, and/or a combination of the following:

Facility;
Specific phone;
Start and Stop Time and Date of Call;
Billed to Numbers (BTNs);
Three-Way Calls;
Frequently Dialed Numbers;
Inmate PIN Number; and
Calls monitored or listened to by user.

The inmate telephone system must automatically call and alert investigators and offer live monitoring of calls in real time.

The inmate telephone system must allow an investigator to select a particular telephone for monitoring while a call is in progress.

The inmate telephone system must display "real time" call activity on a workstation. This activity must be detailed by inmate PIN number, date of call, start time of call, telephone location and called number.

The inmate telephone system must simultaneously provide recording and playback of both the transmitting and receiving sides of conversations. The playback of any selected channel must be accomplished while continuing to record all input channels.

All call activity data and call recordings shall be the property of the Gregg County Jail.

The inmate telephone system must export call detail search data to Excel and PDF formats.

The inmate telephone system must be able to save and store unique query criteria by individual system user as established herein, to include ability to save multiple bill-to numbers (BTN) and inmate identification numbers.

Storage Requirements:

The inmate telephone system must provide immediate access to one (1) year of call recordings and detail.

The inmate telephone system must store all call recordings and detail permanently for retrieval for the term of the contract.

The inmate telephone system must provide archiving call recordings and detail upon the agency's request. The inmate telephone system must allow immediate access to the all storage locations' call recordings and detail by the agency without intervention from the contractor.

The contractor must monitor the storage capacity of each of the storage solutions to ensure no call recordings and details are lost. Please explain in detail.

Workstation Requirements:

The workstations provided with the inmate telephone system must be a corporate class workstations that allow for easy access to the inmate phone system

The workstations must include any client virtual private network (VPN) software solution to allow an investigator to connect to the inmate telephone system remotely. The solution must provide, anytime and anywhere, secure access to all system features regardless of location to allow system investigator access to the inmate telephone system services.

General Inmate Telephone System Requirements:

The inmate telephone system must detect an attempt made by the called party to attempt a three (3)-way or conference call at any time during the call and immediately following the connection of the call, regardless of where the called party is located. If detected, the inmate telephone system must have the capability to mark the call for further review and mark and terminate the call.

The inmate telephone system must provide a canned reporting mechanism showing 3-way call attempts.

The inmate telephone system must provide an immediate and selective shutdown via a kill switch placed at the following agency locations:

At the central control center
At the select housing units

The inmate telephone system must provide connectivity to all inmate telephones at the same time.

The inmate telephone system must process calls on a selective bilingual basis that allows the inmate to select the preferred language utilizing a code on the keypad (i.e. “1” for English and “2” Spanish).

The inmate telephone system must include a fraud prevention feature that shall randomly interject pre-recorded announcements to the called party throughout the duration of the conversation indicating the source of the call. The fraud prevention shall not allow the inmate to interfere with these announcements.

The TDDs provided with the inmate telephone system must be compatible with the standard telephone devices provided with the inmate telephone system.

The inmate telephone system must provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. The inmate telephone system must provide access to the built-in advanced diagnostics and program control by the service center personnel and shall provide failure reports, service history and other diagnostic information.

The inmate telephone system must include an uninterruptible power supply source capable of supporting the system for a period of at least ten (10) minutes, in the event of a power failure. This is to ensure there is no loss of recordings or "real time" call data.

The inmate telephone system must allow the agency to set to private a BTN from recording for a specified period of time. The inmate telephone system must automatically begin recording once the allotted time has passed.

It is required that the inmate telephone system allow the agency to set calls to a specified telephone number or by a specified inmate to be indefinitely blocked from playback by users, however, still recorded. The record of the call should still show in the call detail report, however, block the user from playing back the call. Access to the recording must be made available to only authorized users.

The inmate telephone system must allow the agency to have administrative rights to add and delete agency personnel that have access to the inmate telephone systems software instantaneously.

The inmate telephone system must be capable of running a user-specific phone list (i.e. employee telephone numbers) and query the calls placed through the inmate telephone system to determine whether calls were placed to these numbers.

The inmate telephone system must be capable of generating a single user activity report that identifies the calls monitored and/or accessed by specific agency personnel during a specified time period.

It is highly desirable for the inmate telephone system to be capable of emailing the call recording and detail from the workstation.

- ✓ The inmate telephone system must be capable of suspending a PIN for a specified period of time without the need for staff to re-instate the inmates calling privileges.
- ✓ Contractor shall pay to the County a commission calculated as a percentage of the gross revenues, not including mandated State and Federal taxes.
- ✓ Successful offer shall install and maintain an automated collect / prepaid inmate telephone system designed and proven suitable for a jail environment.
- ✓ Successful offer shall provide all materials and items related to this telephone system for proper installation at no charge to County.
- ✓ The system shall be line-powered and require no electricity to be run to telephones located in the cellblocks.
- ✓ System shall provide automatic daily turn on and shut off at designated times, if desired.
- ✓ System shall have manual kill switches on/off capabilities from designated control room.
- ✓ System shall have capabilities to support export/import files with JMS/RMS provider.
- ✓ System must offer phone base commissary. Please identify any charges for this service.
- ✓ There shall be no charge for unanswered or non-accepted collect / prepaid calls.
- ✓ Successful offer shall provide Transition and Implementation Schedule.
- ✓ System prompts must be provided in both English and Spanish.
- ✓ Phones shall not be capable of receiving incoming calls.
- ✓ The collect or prepaid call must be a positive accepted call.
- ✓ Must not allow inmate to communicate with party until the call has been accepted.
- ✓ System must assure that “Recording and Monitoring” disclaimer appears on playback.
- ✓ The system must provide reports for all collect and prepaid calling activity.
- ✓ The system must be capable of compiling all call data from each phone to generate audit reports.
- ✓ System must integrate with Lone Star Commissary Company.

- ✓ Vendors must have 24/7 technical support.
- ✓ System must have the capability to provide the called party with an automated rate quote prior to connection.
- ✓ System must have capability for called party to block the call and any future calls from their own home phone. Please describe.
- ✓ Prepaid Debit/Calling Card calls must inform the called party that the call is coming from a jail and is free.
- ✓ Vendor must provide facility personnel the ability to submit an on-line support ticket.
- ✓ Vendor must allow facility personnel to block and unblock numbers.
- ✓ Vendor must have ability for jail to track support ticket and send email notification upon completion or status changes, if desired.
- ✓ Vendor must be able to confirm why a number is blocked or current billing status.
- ✓ No advance commission /cash bonus payment or MAG (minimum annual guarantee) will be considered. Responses offering any of the above will be disqualified.
- ✓ Must provide on-line access to system from in-house locations and remote WEB access.

Installation Requirements

The contractor shall perform an onsite inspection of the work area prior to proceeding with work. The contractor shall provide the agency's IT manager a site report of the work that will be required and identify any pre-existing damage in the work area.

The contractor shall not cut into or through girders, beams, concrete, tile, partitions, ceilings or any other structure at the correctional institution without obtaining prior written approval from the agency's IT manager.

The contractor shall install telephones and telephone equipment in accordance with the manufacturer's installation instructions.

The contractor may use applicable existing telephones, cable, and applicable equipment, if available. If cabling is required as part of the installation, then the contractor shall provide all new cable at no cost to the agency. The contractor shall mark installed cable on both ends. Cable, existing and new, shall meet Electronic Industries Alliance (EIA) and Telecommunication Industry Associate (TIA) standards and comply with the most current National Electrical Code (NEC) requirements for low voltage cable. Within twenty-four (24) hours after completion of installation, the contractor shall provide the agency communication manager signed certification

that all circuits have been tested and all cables, pairs, blocks, frames, and terminals are legibly marked by the contractor.

The contractor shall provide and install adequate surge and lightning protection equipment for all inmate telephone equipment.

The contractor shall install surface or wall mounted telephones, as designated by the agency IT manager.

The contractor shall clean and remove all debris, resulting for the contractor's work, at the completion of each workday.

If the contractor damages agency's property, the contactor must restore the property to its original condition at no cost to the agency.

The contractor must install the telephone equipment using security studs to prevent easy removal of telephone.

GREGG COUNTY INFORMATION

- A pre-bid meeting will not be required and an on-site tour can be requested.
- The proposal should be based on a maximum capacity of 916 beds.
- The facility(s) has a total of 106 wall phones, 5 portable phones and 33 visitation phones.
- A current monthly Revenue Report is attached.
- Current Rates are attached.
- Current contract expiration date: Gregg County is currently month to month/
- Current Provider is: G.T.L.
- Two (2) copies must be submitted consisting of one (1) original and (1) copy and one flash drive with return proposal downloaded on it.
- **Written Questions deadline is on November 3, 2014**

PROPOSAL SUBMISSION REQUIREMENTS

Proposal Format

The following information shall be submitted in your proposal in the order listed below in a binder with tabs differentiating each section. Failure to submit this information could render your proposal non-responsive. **Please submit (2) sets of return documents that includes (1) original document with original signature and one copy. Also include one (1) flash drive with proposal return downloaded to it.** To be considered, prospective contractors must submit a complete response as required by the RFP. Contractors must submit evidence of their ability to provide complete, thorough and comprehensive responses, and information for each of the following components of the RFP.

1. Company Overview – A brief summary of history and experience. Where is your company Head Quarters? Where is your service Center located? Approximate distance from main facility?

2. RFP Response, Addenda – Completed proposal and or addenda with answers Include all required Forms.

3. System Overview – A summary highlighting the most important points of the proposal specifications, and reporting capabilities. Include whether your company has experience integrating with Lone Star Commissary? System must have capabilities to provide a PIN system at no cost. Please describe.

4. References – Submission of five (5) current Texas customers, County Name, address, number beds and name and number of contact. All vendors must be in business for the purpose of providing Inmate Telephone Services and have at least five (5) years with a proven track record of providing services under the same current Company Name as the primary vendor.

5. Descriptive Literature – Illustrative brochures, specification sheets, descriptive information, diagrams, etc., that provide additional information regarding areas addressed. Provide information on monitoring/recording capabilities.

6. Maintenance / Implementation Schedule – Describe maintenance schedule, technical support procedures, including service, contact and help-desk telephone numbers and hours available. Explanation for migration of all current services to new service without interruption. Please explain your Training Policy and access to on-line User Manual.

7. Prepaid Program - Include prepaid calling options, fully detailing and explaining the program.

8. Rates & Fees **– Include billing rates completed on Rate Sheet & Fee Schedule (provided) in Forms Section of this Document.**

9. Additional Services - List any proposed services with a brief explanation of staff effectiveness and additional benefit to the county that are not mentioned in specifications.

EVALUATION CRITERIA

The evaluation and award may be based on but not limited to the following: Equipment, Texas References, Service center location, Experience, Commission, Past Performance, Rates, Fees and Specification Compliance.

The county will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each proposal will be analyzed to determine the overall responsiveness and qualification under the RFP. The evaluation criteria will include, but not be limited to the following:

Proposal Evaluation Criteria	***Maximum Points***
Technical & Operational Considerations	30
Commission Structure	25
Technical and Maintenance Support	20
Vendor Performance & Experience	20
Adherence to the RFP requirements	5

Based on the review of the above factors, the highest rated proposals may be further evaluated through vendor presentations and discussion regarding their proposals. Discussions will cover cost, methods, and all other relevant factors.

At the conclusion of discussion, the vendors will be ranked on the basis of selection criteria and final negotiations will be conducted with the vendor ranked first. If a satisfactory agreement can be reached, the contract shall be awarded to the vendor, otherwise, negotiations will be conducted with each subsequent vendor until a satisfactory contract can be established.

Gregg County Commissioners reserve the right to award this contract, not necessarily to the vendor with the highest commission, but to the bidder who demonstrates the best ability to fulfill the requirements of the RFP.

Vendors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful vendor, all vendors will be notified in writing of the selected firm.

:

Bid Forms

Rate & Fee Schedule

*** Provide proposed rates below:**

CALL TYPE/Collect	Collect Rates			
	Surcharge	**First Minute**	**Additional Minute**	**Cost 10 minute call**
Local	$	$	$	
Intralata/Intrastate	$	$	$	
Interlata/Intrastate	$	$	$	
Interlata/Interstate	$	$	$	

CALL TYPE/Prepaid	Prepaid Rates			
	Connect Fee	**First Minute**	**Additional Minute**	**Cost 10 minute call**
Local	$	$	$	
Intralata/Intrastate	$	$	$	
Interlata/Intrastate	$	$	$	
Interlata/Interstate	$	$	$	
International	$	$	$	

CALL TYPE/Prepaid	Calling Card Rates			
	Connect Fee	**First Minute**	**Additional Minute**	**Cost 10 minute call**
Local	$	$	$	
Intralata/Intrastate	$	$	$	
Interlata/Intrastate	$	$	$	
Interlata/Interstate	$	$	$	
International	$	$	$	

*** Provide proposed fees below:**

FEE TYPE	Fee Schedule	
	Collect & Pre-paid Collect	**Pre-paid Cards/Debit**
Account Set-Up Fee	$	$
Recharge account	$	$
Add Additional number to account fee	$	$
Billing Statement Fee	$	$
Transfer Fee	$	$
Administration Account. Fee	$	$
Wireless Admin. Fee (monthly)	$	$

***Provide any additional fees based on Texas filed Tariff on separate page, if needed.**

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

REFERENCE ONE:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
CONTRACT PERIOD: SCOPE OF WORK:

REFERENCE TWO:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
CONTRACT PERIOD: SCOPE OF WORK:

REFERENCE THREE:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
CONTRACT PERIOD: SCOPE OF WORK:

CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is ***not*** on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Signature:_____ Date:_____

Printed Name:_____

BID PROPOSAL SIGNATURE FORM

The undersigned agrees this bid becomes the property of Gregg County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be ninety (90) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Gregg County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Gregg County prior to the official opening of this bid.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package. ***Failure to sign and return this form will result in the rejection of the entire bid.***

Signature _____X

Company Name	
Address	
City/State/Zip Code	
Phone:	Office: Fax: Cell: Email:
Print Name	
Job Title	

To: Vendors of Gregg County, Texas

From: Kelli L. Davis, CPPB, Purchasing Agent

Re: ***Conflict of Interest Form (CIQ)***

Vendor;

Attached, please find a Conflict of Interest Questionnaire. Please complete this form if you have an applicable conflict of interest with any Gregg County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. Please DO NOT complete this form if you do not have a viable conflict. If you have any questions, please contact the Gregg County Purchasing Department at 903-237-2684.

Original completed forms should be sent/mailed to the Gregg County Purchasing Department and/or emailed to purcahsing@co.gregg.tx.us.

Gregg County Purchasing Department
101 East Methvin, St. 205
Longview, TX 75601

By submitting a response to this request a vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Gregg County (County Clerk) no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

CONTRACT

RFP# 2014-405 Inmate Phone Service

STATE OF TEXAS}
COUNTY OF GREGG}

WHEREAS, The bid package **RFP# 2014-405** including the **Cover Sheet, Instructions, Specifications, and Return Bid Sheet(s) and Proposal (attachment Exhibit B)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Gregg County Commissioners Court as the governing body of Gregg County did on _____ award a contract to _____, for **Inmate Phone Services for Gregg County, Texas** in quantities, services and at prices as set forth in the RFP package; and RFP proposal return **(Attachment B)**

THEREFORE, know all men by these present, that this contract is entered into by Gregg County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

THAT IN ACCORDANCE with proposal package RFP**# 2014-405** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

Texas Law to Apply
This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Gregg County, Texas.

Prior Agreements Superseded
This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

Amendment
No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

The term of this contract will be for one (2) year period and will become effective from date of contract execution and will expire two years from start date.. The contract may be renewed for three (3) additional one year periods upon written agreement and mutual consent of both parties.

IN TESTIMONY WHEREOF: Witness our hands at Longview, Texas, effective as of the date awarded and stated above.

Date signed: _____

VENDOR ***GREGG COUNTY***

By: _____ By_____
Authorized Agent
Bill Stoudt, County Judge
Gregg County, Texas

This contract is not valid and does not become valid until such time (if any) it is officially awarded and executed by the Gregg County Commissioners Court.

Gregg County Purchasing Department
Kelli L. Davis, CPPB Purchasing Agent
101 E. Methvin St., Suite 205, Longview, Texas 75601
Phone (903) 237-2684 Fax (903) 237-2682 purchasing@co.gregg.tx.us

October 8, 2014

To: Fran Summers <fsummers@news-journal.com
Longview News-Journal

From: Kelli L. Davis, CPPB

Subject: Advertisement Bid 2014-405

Please run the following ad on Tuesday October 14, 2014 and Sunday October 19, 2014 in the Longview-News Journal.

PUBLIC NOTICE

Sealed bids will be received by the Purchasing Department, at 101 E. Methvin St., Suite 205, Longview, TX 75601, on or before Thursday November 13, 2014 at 2:00 PM for Bid No.2014-405, Inmate Phone Services for Gregg County, Texas. Specifications will be available on October 14, 2014 by visiting our website at www.co.gregg.tx.us on the Purchasing Department web page, or request by e-mail at purchasing@co.gregg.tx.us or by calling (903) 237-2684. Payment will be made after items have been received in accordance with award; if any. Vendors must bid unit costs, but may offer lump sum discounts. Gregg County reserves the right to accept or reject in whole or in part any bids received and to waive any irregularities or formalities in the best interest of Gregg County.